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12
13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

16 LAURA BUFORD, on behalf of herself and
17 others similarly situated,

18 Plaintiff,

19 vs.

20 MEDICAL SOLUTIONS, L.L.C., a
21 Nebraska limited liability corporation; and
22 DOES 1 through 100, inclusive.

23 Defendants.

Case No.: 4:18-CV-04864-YGR

24 ~~PROPOSED~~ **ORDER GRANTING FINAL**
25 **APPROVAL OF CLASS AND**
26 **REPRESENTATIVE ACTION**
27 **SETTLEMENT AND MOTION FOR**
28 **ATTORNEY'S FEES AND COSTS**

Date: July 21, 2020

Time: 2:00 p.m.

Place: Courtroom 1, 4th Floor

Hon. Yvonne Gonzalez-Rogers

1 The following matters came regularly as scheduled for hearing on July 21, 2020: (1)
 2 Plaintiff's Motion for Final Approval of Class and Representative Action Settlement
 3 (Docket No. 42); and (2) Plaintiff's Motion for Attorney's Fees and Costs (Docket No.
 4 43). Both Motions were unopposed. Upon consideration of the Motions, the evidence filed
 5 in support thereof, the Court's entire file herein, the arguments of counsel at the hearing,
 6 and good cause appearing, the Court hereby finds and orders as follows:

7 1. For purposes of this Order, the Court adopts all defined terms as set forth in
 8 the Joint Stipulation of Class Settlement and Release, Docket No. 34 (hereafter the "Joint
 9 Stipulation");

10 2. This Court has jurisdiction over the subject matter of this litigation and
 11 over all parties and Class Members to this litigation;

12 3. The Court finds the "Notice of Class Action Settlement" was duly mailed to
 13 the members of the Class as required by the Joint Stipulation. These steps to notify the
 14 Class about the Settlement constituted the best notice practicable under the circumstances
 15 and fully met the requirements of due process. The Court also finds that the California
 16 Labor & Workforce Development Agency was duly notified of the proposed settlement of
 17 claims under the Private Attorneys General Act as required by Cal. Labor Code §
 18 2699(1)(2);

19 4. The Court finds that no member of the Class nor the California Labor &
 20 Workforce Development Agency has objected to the Settlement or to the proposed awards
 21 of attorney's fees, costs or the representative enhancement;

22 5. The Court finds that the Settlement, including both the claims of the
 23 Settlement Class and all claims alleged under the Private Attorneys General Act, Cal.
 24 Labor Code §§ 2698, *et seq.* ("PAGA"), was the product of good faith, arm's-length
 25 negotiations between experienced counsel, facilitated by a well respected mediator. After
 26 considering the Defendant's potential exposure, the likelihood of success on the class and
 27 PAGA claims, the risk, expense, complexity and delay associated with further litigation,
 28 the risk of maintaining class certification through trial, the experience and views of Class

1 Counsel, and the reaction of the Class to the Settlement (see Hanlon v. Chrysler
 2 Corporation, 150 F.3d 1011, 1026 (9th Cir. 1998)), the Court finds that the Settlement is in
 3 all respects fair, reasonable and adequate, and in the best interests of the Class, that the
 4 settlement of the claims under PAGA is meaningful and furthers the purposes underlying
 5 PAGA, and hereby GRANTS final approval of the Settlement. The parties are ordered to
 6 carry out the Settlement as provided for in the Joint Stipulation;

7 6. In addition, the request for an enhancement payment of \$7,500.00 to Plaintiff
 8 and Class Representative Laura Buford is granted. The Court finds that the enhancement
 9 payment is reasonable in light of the services she performed, the benefit she helped secure
 10 for the Class and the State, and the risks she undertook in bringing the litigation. The Court
 11 further approves payment of \$25,000.00 to the Settlement Administrator, CPT, Inc., for
 12 services rendered and to be rendered in administering the Settlement.

13 7. The Court further approves payment of \$157,500.00 to the California Labor
 14 & Workforce Development Agency for its share of civil penalties under the Private
 15 Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.*;

16 8. Concurrently with the motion for final approval of the Settlement, Plaintiff
 17 moved for attorney's fees equal to 25% of the total settlement fund, or \$287,500.00, plus
 18 litigation costs in the amount of \$11,881.82. That Motion is GRANTED. The Court finds
 19 Class Counsel skillfully advanced the litigation in the face of uncertain legal authority and
 20 disputed factual issues on a contingent basis, and Class Counsel's resulted in substantial
 21 payment to the Class and substantial payment of civil penalties under PAGA. The Court
 22 has carefully considered the results achieved, the risks posed by the litigation, the skill
 23 required and the quality of the work, the contingent nature of the fee, the timeliness of the
 24 settlement, and awards made in similar cases. The Court also notes the Ninth Circuit
 25 "benchmark" fee in class action cases is 25% of the gross settlement amount. Paul,
 26 Johnson, Alston & Hunt v. Graulity, 886 F.2d 268, 272 (9th Cir. 1989). The Court finds
 27 further that Class Counsel's expenses were reasonably incurred in the prosecution of the
 28 litigation.

1 9. The Court adjudges the participating Class Members, to the extent provided
2 by the Joint Stipulation, be deemed to have conclusively released and discharged the
3 Released Parties (as defined in the Joint Stipulation) from any and all claims, debts,
4 liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages,
5 action or causes of action contingent or accrued for, alleged in or based on the factual
6 allegations asserted in the Action.

7 10. Two Class Members, Kayla Smith and Janon Ashcraft, timely and validly
8 opted out of the Settlement. These two individuals therefore are excluded from the Class
9 and are not bound by the Joint Stipulation or this Order.

10 11. The Court further adjudges that Plaintiff, acting on behalf of herself and the State of
11 California, by operation of this Order hereby forever and completely releases and discharges the
12 Released Parties of any and all claims for civil penalties under PAGA of both the Settlement
13 Class and Settlement Aggrieved Group (as both are defined in the Joint Stipulation) that
14 were alleged in the Action or that could have been alleged in the Action based on the
15 factual allegations in the operative complaint.

16 12. Neither the releases in the Joint Stipulation nor this Order will affect any and
17 all claims alleged in the action titled Dittman v. Medical Solutions, L.L.C., et al., Eastern
18 District of California Case No. 2:17-cv-01851-MCE-CKD.

19 13. Without affecting the finality of this Order in any way, the Court retains
20 jurisdiction over: (1) implementation and enforcement of the Joint Stipulation pursuant to
21 further orders of this Court until the final judgment contemplated becomes effective and
22 each and every act agreed to be performed by the parties has been performed under the
23 terms of the Joint Stipulation; (2) any other action necessary to conclude this settlement
24 and to implement the Joint Stipulation; and (3) the enforcement, construction, and
25 interpretation of the Joint Stipulation.


26 14. Neither this Order nor the Joint Stipulation upon which it is based are an
27 admission or concession by any party of any fault, omission, liability or wrongdoing. This
28 Order is not a finding of the validity or invalidity of any claims in this action or a

1 determination of any wrongdoing by any party. The final approval of the parties'
2 settlement will not constitute any opinion, position or determination of this Court as to the
3 merits of the claims or defenses of any party.

4 15. Plaintiff is ordered to submit a [Proposed] Judgment within five (5) court
5 days of this Order.

6
7 **IT IS SO ORDERED.**
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11 Dated: July 28, 2020


YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT JUDGE